

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

IN THE TIPPECANOE CIRCUIT COURT
CAUSE NO. 79C01-0204-MI-17

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
MILTON R. LEWIS,)
individually and doing business as)
M. R. LEWIS ENTERPRISES,)
)
Defendant.)

FILED
MAY 29 2002

Boyd Michael
Clerk, Tippecanoe Circuit Court

MOTION FOR DEFAULT JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, pursuant to Trial Rule 55 of the Indiana Rules of Trial Procedure, respectfully moves the Court to enter a default judgment against the Defendant, Milton R. Lewis, individually and doing business as M.R. Lewis Enterprises, and in support states:

1. On April 1, 2002, the Plaintiff filed its Complaint for Injunction, Costs, and Civil Penalties against the Defendant.
2. Service was made by leaving a copy of the summons and complaint at the residence of Defendant, Milton R. Lewis, on April 26, 2002, and by sending a copy of the complaint via first class mail.
3. More than twenty-three (23) days have elapsed since the Defendant was served with the Plaintiff's complaint.
4. Despite being properly served with notice and a copy of the Plaintiff's complaint, Defendant has not appeared in this cause.

5. Defendant has failed to file an answer, plead or request an extension of time in which to answer the Plaintiff's complaint.

6. Defendant is not an infant, incompetent, or in military service.

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against Defendant, Milton R. Lewis, individually and doing business as M.R. Lewis Enterprises, for a permanent injunction enjoining Defendant from:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

- (1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (2) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (4) A reasonably detailed description of the proposed home improvements;
- (5) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

- (6) The approximate starting and completion date of the home improvements;
- (7) A statement of any contingencies that would materially change the approximate completion date;
- (8) The home improvement contract price; and
- (9) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;

d. representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, in which the Defendant knows or should reasonably know it does not have; and

e. engaging in the replacement or repair of the subject of a consumer transaction if the consumer has not authorized the replacement or repair, and if the Defendant knows or should reasonably know that it is not authorized;

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendant, Milton R. Lewis, individually and doing business as M.R. Lewis Enterprises, for the following relief:

a. limiting the application of Defendant's contract with Tom and Vania Boehm to reflect that the originally agreed upon home improvement contract price of Two Thousand and Seven Hundred Dollars (\$2,700.00), which the Boehms have paid to Defendant, shall be considered payment in full for the work performed by the Defendant, pursuant to Ind. Code §24-5-0.5-4(d);

b. costs of Five Hundred and Seventy-Five Dollars (\$575.00), pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

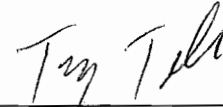
c. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, for a total of One Thousand Five Hundred Dollars (\$1,500.00), payable to the State of Indiana;

d. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, for a total of One Thousand Five Hundred Dollars (\$1,500.00), payable to the State of Indiana; and

e. all other just and proper relief.

Respectfully submitted,

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